

REQUEST FOR COUNCIL ACTION

SUBJECT: Impact Fee Study Update

SUMMARY: Approve an agreement with TischlerBise, Inc. to complete three Impact Fee Study Updates during 2015, 2017, and 2019.

**FISCAL
IMPACT:**

Total of \$153,440.00 to be shared by the areas affected by the study: Water, Wastewater, Storm, Transportation, Parks, Police, and Fire in three phases:

\$59,680 (2015)

\$46,880 (2017)

\$46,880 (2019)

STAFF RECOMMENDATION:

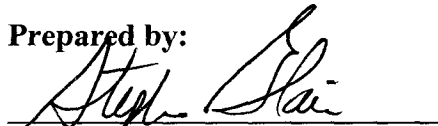
Staff recommends approval of the agreement with TischlerBise to complete the Impact Fee Study Updates.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-91 authorizing the Mayor to execute an agreement with TischlerBise, Inc. to complete Impact Fee Study Updates in an amount not to exceed \$153,440.00.

Roll Call vote required

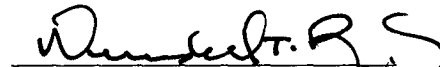
Prepared by:



Stephen Glain

Mgt. Asst. to City Manager

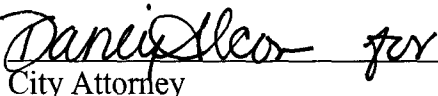
Reviewed by:



Wendell T. Rigby, P.E.

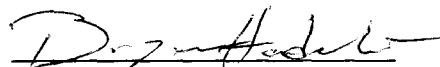
Director of Public Works

Reviewed as to Legal Sufficiency:



City Attorney

Recommended by:



Bryce K. Haderlie

Interim City Manager

BACKGROUND DISCUSSION:

An Impact Fee Study is required by Utah Code, Title 11 Chapter 36a. The consultant will help the City to understand and comply with all current requirements of this code, including public notices, public hearings, appropriate uses of impact fees, creation of IFFP (impact fee facility plans), and appropriate calculation of fees sufficient to fund the growth-related costs of future capital projects.

The City used the competitive RFP (Request for Proposals) process and received proposals from three qualified firms. An RFP review committee evaluated all proposals based on experience & qualifications (30%), demonstrated understanding of the project (10%), methodology to deliver end product (20%), plan for managing the project (10%), and cost (30%). Based on these criteria, TischlerBise Inc. received the highest overall ratings.

The City intends to perform Impact Fee Study Updates approximately every two years, which is more frequently than it has done historically, in order to adapt to changes in growth patterns and capital facility needs.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-91

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND TISCHLERBISE, INC.

WHEREAS, the City Council of the City of West Jordan desires to enter into an agreement with TischlerBise, Inc. for three Impact Fee Study Updates in the amount of \$153,440.00; and

WHEREAS, the Mayor is authorized to execute this agreement after the City Attorney approval as to legal form,

WHEREAS, the City Council of the City of West Jordan has determined that the attached contract with TischlerBise, Inc. is acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The agreement for three Impact Fee Study Updates is hereby awarded to TischlerBise, Inc. which will not be binding upon the City of West Jordan until the contract is fully executed by the parties.

Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute an Agreement between the City of West Jordan and TishlerBise, Inc. in the amount of \$153,440.000; and

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2015.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk/Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan Impact Fee Facilities Plans (IFFP) & Impact Fee Analysis

THIS AGREEMENT, made this 13th day of May 2015 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and TischlerBise, Inc. (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain consulting services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

(1) See attached TischlerBise, Inc. submitted Proposal. (Exhibit A)

The above services shall be performed in accordance with the Consultant's Proposal dated April 2, 2015 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sums of:

\$59,680.00 (2015 Project)

\$46,880.00 (2017 Project)

\$46,880.00 (2019 Project)

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City. Consultant shall complete the IFFP & Impact Fee Analyses by these dates:

Oct.31, 2015 (2015 Project)
Oct.31, 2017 (2017 Project)
Oct.31, 2019 (2019 Project)

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

L. Carson Bise, II, AICP, President
Dwayne Guthrie, PH.D, AICP, Principal,

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (3) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other

period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
Wendell Rigby
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
Darren Alcorn, Deputy City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: L. Carson Bise
TischlerBise, Inc.
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
P: 800-424-4318 ext. 12

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED, AS TO LEGAL FORM



City Attorney

CONSULTANT

By: [Signature]
Its: President

STATE OF MARYLAND :SS
COUNTY OF MONTGOMERY

On this 27 day of April, 2015, personally appeared before me,
L. Carson Bise, who being by me duly sworn did say that he is the
President of Tischler-Bise Inc., a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Residing in Montgomery County, Maryland

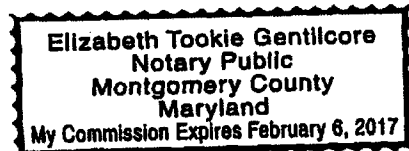


EXHIBIT A
(Consultant Proposal)

PROPOSAL FOR AN IMPACT FEE FACILITIES PLANS (IFFP) & IMPACT FEE ANALYSIS

Prepared for:

City of West Jordan, Utah



April 2, 2015

TischlerBise
FISCAL | ECONOMIC | PLANNING

4701 Sangamore Road, Suite S240

Bethesda, MD 20816

(800) 424-4318

www.tischlerbise.com

April 2, 2015

Paul Wellington, Purchasing Agent
City of West Jordan
8000 S. Redwood Rod, 1st Floor
West Jordan, UT 84088

RE: Proposal to Prepare an Impact Fee Study for the City of West Jordan, Utah

Dear Mr. Wellington:

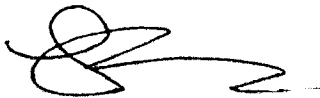
TischlerBise is pleased to submit the enclosed proposal to conduct an impact fee study update for the City of West Jordan, Utah. This assignment requires a consulting firm that has a unique combination of experience and expertise. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and Utah impact fee experience. There are several points that we would like to note that make our qualifications unique:

1. **Depth of Experience.** TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm and our American Institute of Certified Planners (AICP) certified professionals bring an unparalleled depth of experience to this assignment. We have managed over 800 impact fee studies across the country – more than any other firm. We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been challenged in a court of law.
2. **Technical Knowledge of Land Use Planning and Local Government Finance.** The City requires consulting expertise in the areas of land use planning and growth management in the State of Utah, as well as in local government finance. **Many communities overlook the fact impact fees are a land use regulation.** Therefore, your project requires a team with years of experience preparing impact fee studies within the context of overall City financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
3. **Utah Experience.** TischlerBise has conducted numerous impact fee studies in the State of Utah and has recently completed four studies under the State's new Impact Fee Act (West Jordan, Sandy City, Spanish Fork, and Mapleton), as well as over 25 engagements prior to the new Act.

4. **Community Outreach.** An important component of a successful impact fee program is community support. Both Carson Bise and Dwayne Guthrie have substantial experience developing and managing public outreach and community relations programs associated with impact fees and infrastructure finance.
5. **Responsiveness.** As a small firm, we have the flexibility and responsiveness to meet all deadlines of your project. **We offer you the level of service and commitment that the larger firms save for their biggest contracts.**

As President of TischlerBise, I have the authority to negotiate and contractually bind the firm. We look forward to the possibility of working with the City of West Jordan and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise, II, AICP, President
TischlerBise, Inc.
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: (800) 424-4318 Ext. 12
E-mail: carson@tischlerbise.com

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Project Team and Qualifications

TischlerBise, Inc. is a fiscal, economic, and planning consulting firm that specializes in impact fees, fiscal/economic impact analyses, infrastructure funding strategies, and market/financial feasibility. Our firm has been providing consulting services to public agencies for over thirty years. **In this time, we have prepared over 800 impact fee evaluations – more than any other firm.** We have also prepared numerous infrastructure financing strategies. Through our detailed approach, proven methodologies, and comprehensive work products, we have **established TischlerBise as the leading national firm on revenue enhancement and cost of growth strategies professionals;** and we are proud of the fact that most of our clients consistently retain TischlerBise for return engagements.

UTAH EXPERIENCE

An important factor to consider related to this work effort is our **previous experience preparing impact fees in the State of Utah.** It is also important to note that TischlerBise is familiar with the requirements for impact fees under the State's new Impact Fee Act, and has prepared fee studies for Mapleton City, Spanish Fork City, Sandy City, and the City of West Jordan. The table below provides a complete list of TischlerBise's impact fee experience in the State of Utah.

CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space
American Fork City	◆	◆	◆						◆	
Brigham City	◆									
Clearfield City	◆		◆	◆	◆				◆	
Clinton City		◆	◆	◆	◆			◆	◆	◆
Draper City		◆		◆	◆			◆	◆	◆
Farmington City		◆	◆	◆	◆		◆	◆	◆	◆
Hyde Park City		◆	◆	◆					◆	
Kaysville City		◆	◆						◆	
Logan City	◆	◆	◆	◆	◆		◆		◆	◆
Mapleton City			◆	◆	◆			◆	◆	◆
North Logan City	◆	◆	◆	◆					◆	◆
Pleasant Grove City	◆	◆	◆	◆			◆	◆	◆	
Salt Lake Co.					◆				◆	
Sandy City		◆			◆		◆	◆		◆
South Valley Sewer Dist.	◆		◆							
Spanish Fork City	◆		◆	◆	◆				◆	
Springville City									◆	
Wellsville City		◆	◆	◆				◆	◆	
West Jordan City		◆	◆	◆	◆		◆	◆	◆	
Woods Cross City	◆		◆	◆					◆	

NATIONAL EXPERIENCE

Our widespread national experience has enabled us to stay ahead of the latest approaches and impact fee trends. TischlerBise staff members are frequently called upon to speak on impact fees for various national groups and organizations including the American Planning Association, the National Association of Homebuilders, the Growth and Infrastructure Finance Consortium, the Urban Land Institute, and the Government Finance Officers Association. The following table illustrates our vast national impact fee experience, outside of the State of Utah, with Cities having a population of over 90,000 residents.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Gilbert		◆		◆			◆	◆			◆		
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆		
AZ	Scottsdale			◆	◆									
AZ	Tucson		◆											
AZ	Yuma		◆	◆		◆		◆	◆	◆	◆		◆	
CA	Clovis			◆										
CA	Rancho Cucamonga									◆				
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆	
CA	Visalia									◆		◆	◆	
CO	Boulder		◆					◆	◆	◆	◆	◆		
CO	Greeley		◆	◆					◆	◆				
CO	Longmont		◆						◆	◆				
CO	Thornton		◆						◆	◆			◆	
FL	Miami	◆						◆	◆	◆	◆		◆	◆
FL	Port St. Lucie									◆			◆	
GA	Atlanta		◆					◆	◆	◆				
GA	Roswell		◆					◆	◆	◆				
NE	Lincoln		◆	◆	◆					◆				
NM	Albuquerque		◆					◆	◆	◆				
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
VA	Suffolk			◆	◆									

KEY STAFF

Complete project team résumés are provided in the Appendix to this proposal.

To successfully navigate through the City's impact fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving City land use, finance, and economic development policy goals. **Our project team for this assignment includes our most senior and experienced impact fee professionals.** The role of each team member and their qualifications are briefly discussed below.

Carson Bise, AICP, President of TischlerBise, will serve as Principal in Charge and coordinate our project team's interaction with the City to ensure that all work is completed properly, on time, and within budget. **Mr. Bise was responsible for our firm's previous IFFP and Impact Fee Study for the City.** In addition, Mr. Bise completed IFFP's and Impact Fee Studies under the new Utah Impact Fee Act in Mapleton and Sandy City. Other Utah impact fee experience includes Clinton City, Logan, Draper, Farmington, Spanish Fork, and Wellsville.

Dwayne Guthrie, Ph.D., AICP, Principal at TischlerBise, has been selected as Project Manager for this project because of his substantial experience preparing impact fees in the State of Utah and his strong project management skills. Dr. Guthrie will be responsible for controlling the work in progress, providing feedback to project team members and staff, and meeting the technical requirements of the project. Most importantly, Dr. Guthrie, in conjunction with Mr. Bise, will ensure constant collaboration and communication between City staff and our team through frequent progress memorandums, conference calls, and in-person meetings. **Mr. Guthrie completed several impact fee studies for West Jordan in the past.** Other Utah impact fee experience includes American Fork, Brigham City, Hyde Park, Kaysville, Pleasant Grove, Springville, and Woods Cross.

The table below summarizes the availability of project personnel for this assignment. As shown in the table, both project team members have the available time.

PROJECTED WORKLOAD-Carson Bise

Project	Required Man-hours
Las Vegas, NV	190
Louisville, CO	22
Manatee County, FL	80
Castle Pines, CO	40
Queen Creek, AZ	18
Evans, CO	60
Middletown, RI	20
Farragut, TN	40
<i>Manatee County, FL-Add on</i>	<i>150</i>
Committed Man-hours	620
Annual Man-hours**	1,248
Available Man-hours	628 50%

PROJECTED WORKLOAD-Dwayne Guthrie

Project	Required Man-hours
Manatee County, FL	180
Garfield County, CO	80
Las Cruces, NM	160
Pinal County, AZ	80
Sierra Vista, AZ	120
Wickenburg, AZ	60
Farragut, TN	140
<i>Manatee County, FL-Add on</i>	<i>200</i>
Committed Man-hours	1,020
Annual Man-hours**	1,872
Available Man-hours	852 46%

**Italicized text indicates new/anticipated project*

***Annual man-hours assumes a 60% utilization rate (2,080 annual hours x .60) for Carson Bise and 90% for Dwayne Guthrie*

Recommended Approach

PROJECT APPROACH

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual impact fees, as long as the outcome is "proportionate and equitable." **Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.**

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics and planning requirements for the facility type being addressed. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a facility plan. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate a development impact fee using the cost recovery approach, facility cost is divided by ultimate number of demand units the facility will serve. An oversized water storage tank is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. In contrast to insurance practices, however, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities, as needed, to accommodate new development. An

incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the City. In a number of cases, we will prepare the impact fees using several methodologies and will discuss the various trade-offs with the City. There are likely to be policy and revenue tradeoffs depending on the capital facility and methodology. We recognize that "one size does not fit all" and create the optimum format that best achieves our clients' goals.

Each client is different, each fee category is different, and TischlerBise compares alternative methodologies to maximize revenues for our clients.

Public Outreach. Based upon our experience with impact fees efforts in the State of Utah, we anticipate that this study may attract controversy. Therefore, it is essential to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) as well as the general public. This outreach effort will go a long way towards heading off any potential challenges to the impact fee methodology, assumptions, and the Impact Fee Facilities Plan. **The fact we advocate that our clients establish an Advisory Committee (particularly in States where the enabling legislation does not require such a body) is a major reason why a TischlerBise impact fee methodology has never faced a legal challenge.** Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate and lead stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fee and user fee rate increases, particularly during challenging economic times.

SCOPE OF WORK ---

The following scope of work provides detailed steps to ensure that your project is completed successfully. We have designed this work plan to be responsive to the needs and specific circumstances of West Jordan. The scope of work will include project initiation activities, documentation of future development projections and demand indicators for different land uses, as well as preparation of the state required Impact Fee Facilities Plan.

TASK 1: PROJECT INITIATION ---

The purpose of this task is to develop a complete understanding of the City's land use planning issues, infrastructure needs and current infrastructure financing arrangements. In addition, this task will serve as an opportunity for TischlerBise to make contact with City staff and conduct project "kick-off" activities. During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and City policies related to the project, review (and revise, if necessary) the project schedule, and request additional data and documentation related to the project.

Meetings: One (1) meeting with City staff.

Deliverables: Data request memorandum.

TASK 2: RECOMMEND LAND USE ASSUMPTIONS

The purpose of this task is to review and understand the current demographics of the City as they relate to growth and development.

Projections of Future Development. TischlerBise will determine the likely development future for the City in terms of new population, housing units, employment, and nonresidential building area over the next ten years.

Determination of Appropriate Demand Indicators. As part of our demographic analysis conducted as part of this assignment, we will prepare data on housing unit size (i.e., persons per unit and vehicle trips) for the City's consideration prior to development of the impact fee methodology. We will also recommend the appropriate employment density, vehicle trip, and trip adjustment factors for nonresidential development.

Meetings: Discussions with the Planning Department will be held as part of Task 1, as well as conference calls as needed.

Deliverables: Our Team will prepare a draft technical memorandum discussing the recommended land use factors and projections.

TASK 3: IDENTIFY APPROPRIATE LEVEL-OF-SERVICE STANDARDS

In this task, TischlerBise will identify the appropriate LOS standards for each facility type. Activities related to this task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings: One (1) onsite meeting will be held with individual City departments to discuss LOS, and facility plans and needs (assumed as part of Task 1).

TASK 4: IDENTIFY CAPITAL NEEDS AND COSTS

This task will determine the relevant capital needs and costs due to growth for the Impact Fee Facility Plan.

Long-Range Capital Need – TischlerBise will review various Master Plans, budget data, and other relevant data to determine long-range capital needs. Discussions will aim not only to understand the specific costs, but also to assess the size and scope of projects and whether capital facility needs are due to normal replacement, catch-up, or new demand.

Review Cost Estimates – TischlerBise will review the costs of infrastructure improvements, real property, financing, engineering, and architectural services associated with the facilities and other capital needs to be included in the Impact Fee Facilities Plan and impact fee calculations.

Financing Costs – TischlerBise will identify projected interest charges and other financial costs that are to be used for repayment of principal and interest of debt used to finance construction of facilities and other capital needs identified in the Impact Fee Facility Plan.

Identify Non-Impact Fee Eligible Costs – TischlerBise will identify costs that are not eligible for inclusion in the impact fee calculations. Ineligible costs include projects for repair, maintenance, or operation of existing facilities; projects which serve existing development in order to meet stricter regulatory requirements; projects which provide a higher LOS; and administrative, maintenance, or operating costs.

Meetings: Two (2) meetings with City staff.

TASK 5: PREPARE IMPACT FEE FACILITIES PLAN, PUBLIC PRESENTATION

In this task, TischlerBise will prepare an Impact Fee Facility Plan for each infrastructure category for which an impact fee will be assessed. The Impact Fee Facility Plan will include the following Chapters:

Executive Summary – A summary of the Plan to be understood by lay persons.

Demands Placed Upon Existing Public Facilities by New Development Activity – This Chapter will document current and projected development (or service units) in West Jordan.

Documentation of Existing Infrastructure Service Levels – This Chapter will document existing LOS for each infrastructure category.

Proposed Means to Meet the Demands Resulting from New Development – This Chapter will document planned facility construction or expansion by the City over a 6-10 year period to meet the demands necessitated by and attributable to development in the City, based on the land use assumptions. Cost forecasts will include the costs of infrastructure improvements, real property, financing, engineering, and architectural services.

Forecast of Non-Impact Fee Revenues – The Impact Fee Facility Plan will forecast revenues generated by new development other than impact fees, such as property tax, highway user revenue, utility rates, etc.

These subtasks will result in a written plan that complies with the requirements of Section 11-36a-102(5) of the State Code. A written certification will be provided.

Meetings: One (1) public meeting/presentation to present results.

Deliverables: Draft/Final Impact Fee Facility Plan and presentation materials for meetings.

TASK 6: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this task is to determine the methodology most appropriate for each impact fee category. The requirement that the impact fees be based on an Impact Fee Facility Plan does not necessarily equate to a requirement that only the plan-based methodology can be used in the calculations. The Impact Fee Facility Plan can reflect the past capacity investments in infrastructure which will be repaid by new development with impact fee revenues. Likewise, a municipality can plan to provide new development the same LOS being currently provided to existing development.

Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for West Jordan. In a number of cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows us to utilize a combination of methodologies within one fee category. By testing all possible methodologies, the client is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next task.

Meetings: One (1) meeting with City staff (assumed as part of previous Task).

TASK 7: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of "credits" is integral to the development of a legally valid impact fee methodology. This will include credits due to possible double-payment situations associated with future contributions toward the capital costs of a public facility covered by an impact fee (i.e. sales tax, or future debt service payments). The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed.

TASK 8: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATION

TischlerBise will prepare a draft report for the City's review. The report will summarize the need for impact fees for each infrastructure category; the LOS assumptions; the relevant methodologies employed; and all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary (Summary of the Analysis to be Understood by Lay Persons).
- A detailed description of the methodologies used for the study.
- A detailed description of all LOS standards and cost factors used and accompanying rationale.
- A detailed schedule of all proposed fees listed by land use type and activity.
- Other information which adequately explains and justifies the resulting recommended fee schedule.
- Cash Flow Analysis.
- Implementation and Administration Procedures.

Following the City's review of the draft report, we will make mutually agreed upon changes to the Impact Fee Report.

Meetings: One (1) meeting/presentation to present results.

Deliverables: Draft and Final Impact Fee Report and presentation materials for meetings.

TASK 9: IMPACT FEE ADVISORY COMMITTEE

The purpose of this committee is to allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical demographic, cost, revenue, credit, and other data and supporting documentation that is being used in the calculation of impact fees. This will not be a forum to discuss the political and/or philosophical use of fees. Rather it will be an opportunity for these interested parties to understand the soundness and the reasonableness of the technical impact fee methodologies. Utilizing this forum will enable the focus of the City Council meetings to be on the political and economic issues of implementing fees, not the technical approach.

Meetings: Two (2) meetings/presentations.

Project Schedule

The table below indicates the anticipated project schedule for this assignment. The Scope of Work outlined above provides the detail regarding how each step (Task) will be managed. An hourly breakdown and personnel assigned to each major task is shown as part of our pricing.

Project Schedule for West Jordan IFFP and Impact Fee Analysis			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation	May, 2015	1	Data Request Memorandum
Task 2: Recommend Land Use Assumptions	May - June, 2015	1	Technical Memorandum Discussing Recommended Land Use Factors and Projections
Task 3: Identify Appropriate LOS Standards	June - July, 2015	1	Memoranda as Appropriate
Task 4: Identify Capital Needs and Costs	July - August, 2015	2	Memoranda as Appropriate
Task 5: Prepare IFFP, Public Presentation	August, 2015	1	Draft/Final IFFP
Task 6: Evaluate Different Allocation Methodologies	September, 2015	1	Memoranda as Appropriate
Task 7: Identify Need for Credits	September, 2015	0	Memoranda as Appropriate
Task 8: Prepare Impact Fee Report, Public Presentation	October, 2015	1	Draft/Final Impact Fee Report
Task 9: Impact Fee Advisory Committee	June - September,	2	Presentation Materials as Required

*In several cases it is assumed meetings are held with multiple departments over one (1) trip.

Past Experience and References

The following section illustrates our experience and expertise with similar impact fee studies and funding strategies. Please note that all TischlerBise staff members proposed for the West Jordan Analysis have the capacity to complete the City's project in a timely and professional manner.

Sandy City, Utah – *Impact Fee Study and Impact Fee Facility Plan*

Project Contact: Brian Kelley, Finance and IT Director

Telephone Number: (801) 568-7117

E-mail: bkelley@sandy.utah.gov

TischlerBise conducted an impact fee study for the City of Sandy, Utah, that complies with the Utah Impact Fee Act. Six fee categories were included: parks (including trails), fire, police, water, and storm water. TischlerBise was hired to update the City's existing impact fee program to account for future growth citywide as well as redevelopment in the City's core. In this update, TischlerBise provided an optional progressive fee structure for residential units that varied the fee by size of housing unit (the City subsequently decided to not pursue the fees by bedroom count). The fees also included a revision to the current storm water fee methodology to account for differences in impervious surface area from different types of development. Finally, the study included significant outreach with City staff, an impact fee advisory committee, and the City Council. The resulting deliverables included an *Impact Fee Facilities Plan* and *Impact Fee Analysis Report*.

Mapleton City, Utah – *Impact Fee Study and Impact Fee Facilities Plan*

Project Contact: Cory Branch, City Administrator
Telephone Number: (801) 489-5655
E-mail: cbranch@mapleton.org

TischlerBise prepared a complete revision to the City's impact fee program that reflects better proportionality as well as updated assumptions for development and cost factors, in order to comply with the new Utah Impact Fee Act. The fee categories include water, sewer, roads, parks, pressurized irrigation, and public safety.

West Jordan City, Utah – Impact Fee Study and Impact Fee Facilities Plan

Project Contact: Tom Burdett, Planning Director
Telephone Number: (801) 569-5060
E-mail: tomb@wjordan.com

TischlerBise has prepared impact fees for West Jordan on three separate occasions. The fee categories included water, sewer, roads, parks, municipal facilities, and storm drainage. As part of our first assignment, **TischlerBise evaluated other revenue sources and developed a revenue strategy in which impact fees would pay for facilities required to serve new growth and supplemental sources would pay for new capital facilities benefiting existing development.** There was no opposition at the public hearing and the fees passed unanimously.

City of Sandpoint, Idaho – Capital Improvement Plan and Impact Fees

Project Contact: Aaron Qualls, Planning Director
Telephone Number: (208) 255-1738
E-mail: aqualls@ci.sandpoint.id.us

TischlerBise conducted an impact fee study and capital improvement plan for the City of Sandpoint, Idaho. Five fee categories were included: parks, police, fire, streets, and multi-use pathways. TischlerBise was hired to update the City's existing program that did not account for variations by land use type. In addition with this update, TischlerBise included a progressive fee structure for residential units that varied the fee by size of housing unit. **The fee schedule also promoted downtown development with a reduced fee to account for other tax-supported improvements.** Finally, the fees included a new impact fee for multi-use pathways to support the City's planning and mobility objectives. The study included extensive public outreach with the City Council and Advisory Committee.

Conflict of Interest

The required Conflict of Interest form is attached on the following page.

CONFLICT OF INTEREST AND NONCOLLUSION CERTIFICATE

(To be Executed by Proposer for Professional Services and Submitted with the Proposal)

L. Carson Bise deposes and says that: (1) he or she

Is President of TischlerBise, Inc. the party ("Proposer") making the foregoing proposal for professional services; (2) that the proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (3) that the proposal is genuine and not collusive or sham; (4) that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to submit a sham proposal or to refrain from proposing on the project; (5) that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price of the Proposer or of any other proposer, or to secure any advantage against the public body awarding the Professional Services Agreement or of anyone interested in the proposed Agreement; (6) that all statements contained in the proposal are true; and (7), that the Proposer has not, directly or indirectly, submitted his or her proposal price or any portion thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

The bidder, offer or, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

Proposer: TischlerBise
By: L. Carson Bise
Title: President
Organization: TischlerBise, Inc.
Address: 4701 Sangamore Road, Suite S240
Bethesda, MD 20816

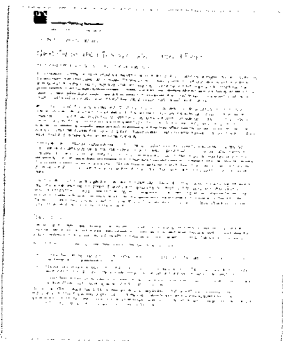
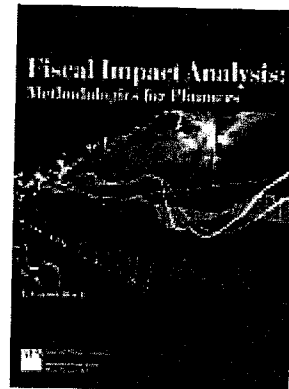
Appendix

RÉSUMÉS

CARSON BISE, AICP, PRESIDENT, TISCHLERBISE, INC.

EXPERIENCE

Carson Bise has 24 years of fiscal, economic, and planning experience and has conducted fiscal and infrastructure finance evaluations in over 36 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees, having completed over 200 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level, he coordinated capital improvement plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees*, published by the American Planning Association, Planners Advisory Service, *Fiscal Impact Analysis: Methodologies for Planners*, published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.



SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Daphne, Alabama – *Impact Fee Study*
- City of Gulf Shores, Alabama – *Impact Fee Study*
- City of Orange Beach, Alabama – *Impact Fee Study*
- City of Apache Junction, Arizona – *Impact Fee Study*
- Town of Camp Verde, Arizona – *Impact Fee Study*
- City of Eloy, Arizona – *Impact Fee Study*

- City of Siloam Springs, Arkansas – *Impact Fee Study*
- City of Avenal, California – *Impact Fee Study*
- City of Banning, California – *Impact Fee Study*
- City of National City, California – *Impact Fee Study*
- City of Temecula, California – *Impact Fee Study*
- City of Tulare, California – *Impact Fee Study*
- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- City of Coral Gables, Colorado – *Impact Fee Study*
- City of Greeley, Colorado – *Impact Fee Study*
- City of Steamboat Springs, Colorado – *Impact Fee Study*
- Town of Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- City of North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- City of Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Town of Hampstead, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Flathead County, Montana – *Impact Fee Feasibility Study and Impact Fee Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- City of Great Falls, Montana – *Impact Fee Feasibility Study*
- City of Laurel, Montana – *Impact Fee Feasibility Study*
- City of Missoula/Missoula County, Montana – *Impact Fee Study and Capital Facility Plan*
- City of North Las Vegas, Nevada – *Impact Fee Study*

- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- City of Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- City of Greenville, North Carolina – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*
- Wellsville City, Utah – *Impact Fee Study*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

SPEAKING ENGAGEMENTS

- *Fiscal Impact Assessment*, AICP Training Workshop, American Planning Association National Planning Conference
- *Dealing with the Cost of Growth: From Soup to Nuts*, International City/County Management Association National Conference
- *Demand Numbers for Impact Analysis*, National Impact Fee Roundtable
- *Calculating Infrastructure Needs with Fiscal Impact Models*, Florida Chapter of the American Planning Association Conference
- *Economic Impact of Home Building*, National Impact Fee Roundtable
- *Annexation and Economic Development*, American Planning Association National Conference
- *Economics of Density*, American Planning Association National Conference
- *The Cost/Benefit of Compact Development Patterns*, American Planning Association National Conference
- *Fiscal Impact Modeling: A Tool for Local Government Decision Making*, International City/County Management Association National Conference

- *Fiscal Assessments*, American Planning Association National Conference
- *From Soup to Nuts: Paying for Growth*, American Planning Association National Conference
- *Growing Pains*, International City/County Management Association National Conference
- *Mitigating the Impacts of Development in Urban Areas*, Florida Chapter of the American Planning Association
- *Impact Fee Basics*, National Impact Fee Roundtable
- *Fiscal Impact Analysis and Impact Fees*, National Impact Fee Roundtable
- *Are Subsidies Worth It?*, American Planning Association National Conference

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association, Planners Advisory Service.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.
- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association).

DWAYNE GUTHRIE, PH.D., AICP, PRINCIPAL, TISCHLERBISE, INC.

EXPERIENCE

Dr. Guthrie has thirty-two years of experience as a professional planner working primarily in the areas of impact fees, demographic analysis, infrastructure funding, fiscal evaluations, and transportation planning. His career includes twenty-three years of work as a planning consultant and eight years of public sector experience. At TischlerBise, Dr. Guthrie is the impact fee team leader, with over 380 studies completed for approximately 120 jurisdictions in twenty-five states/provinces. Dr. Guthrie has also served as an expert witness on the topic of impact fees.

As a planning practitioner, Dr. Guthrie promotes smart growth through revenue strategies and pricing policies. By helping communities implement development impact fees, local governments create a nexus between private sector development and the demand for public facilities. Rather than subsidize growth with general tax revenues, Dr. Guthrie works to ensure designated funding for infrastructure that also helps to minimize externalities like traffic congestion. He has pioneered innovative methods for tabulating census data to support higher fees for larger housing units and reducing fees for infill development located in urban centers.

Dr. Guthrie also taught graduate planning courses at local universities including Growth Management at the Alexandria campus of Virginia Tech and Planning Techniques at Catholic University of America. His doctoral dissertation, titled "*Understanding Urban, Metropolitan, and Megaregion Development to Improve*

Transportation Governance", documents the expected geographic extent of commuter sheds in 2030 for large metropolitan areas within the continental United States. Commuter sheds provide a viable refinement to current statistical area designations and solve problems due to inconsistent and fragmented MPO boundaries. Nine transportation megaregions are proposed based on specific criteria including global gateways that facilitate movement of people and goods, contiguous commuter sheds with urban centers spaced a suitable distance for high-speed rail service, and end-point commuter sheds projected to add at least one million persons and jobs from 2000 to 2030. The dissertation recommends a new paradigm for transportation governance with scale-dependent decision-making and funding strategies.

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY ASSIGNMENTS

- Baldwin County, Alabama – *Impact Fee Study*
- City of Foley, Alabama – *Impact Fee Study*
- Apache Junction Water Company, Arizona – *Water System Connection Fees*
- City of Avondale, Arizona – *Development Impact Fees*
- City of Casa Grande, Arizona – *Development Impact Fees*
- City of Glendale, Arizona – *Development Impact Fees*
- City of Goodyear, Arizona – *Development Impact Fees; Water Resources Fees*
- City of Peoria, Arizona – *Development Impact Fees*
- City of Prescott, Arizona – *Feasibility of Development Impact Fees for Roads*
- Town of Queen Creek, Arizona – *Development Impact Fees*
- City of Scottsdale, Arizona – *Development Impact Fees*
- City of Show Low, Arizona – *Development Impact Fees*
- City of Surprise, Arizona – *Development Impact Fees*
- City of Tolleson, Arizona – *Development Impact Fees*
- City of Bentonville, Arkansas – *Development Impact Fees*
- City of Chino Hills, California – *Development Impact Fees*
- City of Clovis, California – *Sewer Impact Fees*
- City of Temecula, California – *Development Impact Fees*
- City of Tulare, California – *Development Impact Fee*
- Arapahoe County, Colorado – *Rural Road Funding Strategy*
- City of Boulder, Colorado – *Development Excise Taxes*
- Town of Castle Rock, Colorado – *Development Impact Fees and Evaluation of Douglas County School Fees*
- Town of Erie, Colorado – *Development Impact Fees*
- City of Evans, Colorado – *Development Impact Fees*
- Town of Johnstown, Colorado – *Drainage Financing Alternatives, Development Impact Fees, and Water Rate Study*
- City of Louisville, Colorado – *Development Impact Fees*
- Montezuma County, Colorado – *Development Impact Fees*
- Pitkin County, Colorado – *Funding Strategy & Impact Fees*
- City of Pueblo, Colorado – *Development Impact Fees*
- Town of Vail, Colorado – *Development Impact Fees*

- State of Delaware – *Transportation Impact Fees*
- New Castle County, Delaware – *Development Impact Fees, Sewer Policies and Capacity Fees*
- DeSoto County, Florida – *Development Impact Fees*
- DeSoto School District, Florida – *School Impact Fees*
- City of Lake Wales, Florida – *Development Impact Fees*
- Manatee County, Florida – *Development Impact Fees*
- City of Miami, Florida – *Development Impact Fees and Evaluation of Miami-Dade County Impact Fees for Roads and Schools*
- City of Naples, Florida – *Development Impact Fees*
- Coral Ridge Properties, Parkland, Florida – *Capital Improvements Element*
- Pasco County School District, Florida – *School Impact Fees*
- Polk County School District, Florida – *Capital Needs Assessment*
- City of Punta Gorda, Florida – *Development Impact Fees*
- City of Sunny Isles Beach, Florida – *Development Impact Fees*
- Douglas County, Georgia – *Capital Improvements Element and Development Impact Fees*
- City of Douglasville, Georgia – *Capital Improvements Element and Development Impact Fees*
- Effingham County, Georgia – *Capital Improvements Element and Development Impact Fees*
- City of Garden City, Georgia – *Capital Improvements Element and Development Impact Fees*
- Gordon County, Georgia – *Capital Improvements Element and Development Impact Fees*
- Henry County, Georgia – *Capital Improvements Element and Transportation Impact Fees*
- Town of Hailey, Idaho – *Annexation Study and Development Impact Fees*
- City of Nampa, Idaho – *Development Impact Fees*
- City of Post Falls, Idaho – *Development Impact Fees*
- City of Baltimore, Maryland – *Transportation Funding Strategy*
- Carroll County, Maryland – *Development Impact Fees*
- Home Builders Association of Carroll County, Maryland – *Evaluation of Development Impact Fees*
- Cecil County, Maryland – *Development Excise Tax*
- Charles County, Maryland – *School Impact Fees*
- Frederick County, Maryland – *Development Impact Fees*
- Town of Hampstead, Maryland – *Development Impact Fees*
- City of Westminster, Maryland – *Capital Improvements Plan*
- Worcester County, Maryland – *Development Impact Fees*
- City of Madison, Mississippi – *Development Impact Fees*
- City of Nixa, Missouri – *Development Impact Fees*
- City of Belgrade, Montana – *Development Impact Fees*
- Florence-Carlton School District, Montana – *School Impact Fees*
- Frenchtown Fire District, Montana – *Development Impact Fees*
- Gallatin County, Montana – *Roads and Fire District Impact Fees*
- City of Great Falls, Montana – *Evaluation of Capacity Fees*
- Town of Manhattan, Montana – *Development Impact Fees*
- City and County of Missoula, Montana – *Development Impact Fees*

- City of Polson, Montana – *Development Impact Fees*
- Douglas County, Nevada – *Road Impact Fees*
- NAOIP & HBA of Albuquerque, New Mexico – *Evaluation of Impact Fees*
- City of Las Cruces, New Mexico – *Development Fees*
- Currituck County, North Carolina – *School Impact Fee*
- City of Jacksonville, North Carolina – *Water and Sewer Facilities Charges*
- Orange County, North Carolina – *School Impact Fees*
- City of Delaware, Ohio – *Development Impact Fees*
- City of Green, Ohio – *Development Impact Fees*
- Home Builders Association of Beavercreek, Ohio – *Review of Transportation Fees*
- Village of Sunbury, Ohio – *Development Impact Fees*
- City of Edmond, Oklahoma – *Water and Sewer Impact Fees*
- City of Cambridge, Ontario – *Development Charges*
- Hydro Electric Commission of Cambridge, Ontario – *Development Charges*
- City of Sarnia-Clearwater, Ontario – *Development Charges*
- Township of Wellesley, Ontario – *Development Charges*
- Aiken County, South Carolina – *Development Impact Fees*
- Anderson County, South Carolina – *Development Impact Fees*
- Georgetown County, South Carolina – *Development Impact Fees*
- City of Sherman, Texas – *Development Impact Fees*
- City of American Fork, Utah – *Development Impact Fees*
- City of Clearfield, Utah – *Development Impact Fees*
- City of Clinton, Utah – *Development Impact Fees*
- City of Farmington, Utah – *Development Impact Fees*
- City of Hooper, Utah – *Sewer Impact Fees*
- City of Hyde Park, Utah – *Impact Fee Study*
- City of Kaysville, Utah – *Development Impact Fees*
- City of North Logan, Utah – *Development Impact Fees*
- City of Pleasant Grove, Utah – *Impact Fee Study*
- Salt Lake County, Utah – *Stormwater and Park Impact Fees*
- South Valley Sewer District, Utah – *Sewer Impact Fees*
- City of Spanish Fork, Utah – *Development Impact Fees*
- City of Springville, Utah – *Park Impact Fees*
- City of Wellsville, Utah – *Development Impact Fees*
- City of West Jordan, Utah – *Development Impact Fees*
- City of Woods Cross, Utah – *Development Impact Fees*
- Graham Companies (Loudoun County, Virginia) – *Evaluation of Dulles Sewer District*
- City of Suffolk, Virginia – *Water and Sewer Availability Charges*
- Jefferson County, West Virginia – *Development Fees*
- City of Eau Claire, Wisconsin – *Public Facilities Needs Assessment*
- City of Kenosha, Wisconsin – *Evaluation of CIP Process*

- City of Casper, Wyoming – *Development Impact Fees*
- Teton County, Wyoming – *Transit Impact Fees*

EDUCATION

Ph.D., Planning, Governance, and Globalization, Virginia Tech

Masters of Arts, Urban and Regional Planning, University of Florida

Bachelor of Arts, Education, University of Florida

SPEAKING ENGAGEMENTS

- *Impact Fees*, Utah City Engineers Association
- *Funding the Infrastructure Gap*, APA National Conference
- *Development Impact Fees*, Association of Idaho Cities Conference
- *Reasonable Impact Fees*, National Association of Home Builders Conference
- *Impact Fees: The Good, The Bad and The Ugly*, Continuing Legal Education International, Growth Management Conference
- *Do Impact Fees Fit Your Comprehensive Revenue Strategy?*, Rocky Mountain Land Use Institute Conference
- *Developing a Capital Improvements Program*, Utah League of Cities & Towns Conference

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association, Planners Advisory Service.
- "Introduction to Infrastructure Financing", IQ Service Report, Vol. 31, No. 3, ICMA, 1999.

April 2, 2015

Paul Wellington, Purchasing Agent
City of West Jordan
8000 S. Redwood Rod, 1st Floor
West Jordan, UT 84088

Dear Mr. Wellington:

As requested in the City's RFP, TischlerBise has prepared separate pricing information and a detailed fee schedule to complete the City's Impact Fee Facilities Plan and Impact Fee Analysis.

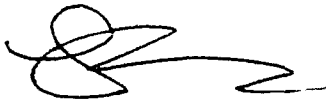
TischlerBise utilizes a project management process that ensures that projects are completed on time and within budget, and most importantly, that they yield results that match our clients' expectations. Our project management plan utilizes the following principles common to successful projects:

- First, **we begin by defining the project to be completed**. Based on discussions that occur as part of our Project Initiation task (Task 1), Carson Bise will identify the final project goals and objectives in collaboration with City staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- Second, **we will plan the project schedule**. As part of the Project Initiation task, Mr. Bise will work with City staff to create an agreed upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure the project schedule is met on time and within budget.
- Third, **we will actively manage the project process**. Mr. Bise has a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references regarding this aspect). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and will be accountable to the City for meeting the schedule, budget, and technical requirements of the project.
- Finally, **we will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of a work product to City staff, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Mr. Bise will also be responsible for the second set of reviews comparing the work product to the completed quality checklist form.

This pricing is inclusive of all costs including travel, training, materials, supplies, and other items necessary to complete the project.

PROPOSED FEE SCHEDULE FOR THE CITY OF WEST JORDAN, UTAH									
Project Team Member:	Bise			Guthrie			Total		
	2015	2017	2019	2015	2017	2019	2015	2017	2019
Hourly Rate	\$200	\$200	\$200	\$180	\$180	\$180			
Tasks									
Task 1: Project Initiation	8	8	8	0	0	0	\$1,600	\$1,600	\$1,600
Task 2: Recommend Land Use Assumptions	24	16	16	8	0	0	\$6,240	\$3,200	\$3,200
Task 3: Identify Appropriate LOS Factors	24	20	20	40	32	32	\$12,000	\$9,760	\$9,760
Task 4: Identify Capital Needs and Costs	24	20	20	40	32	32	\$12,000	\$9,760	\$9,760
Task 5: Prepare IFFP, Public Presentation	32	32	32	16	8	8	\$9,280	\$7,840	\$7,840
Task 6: Evaluate Different Allocation Methodologies	8	8	8	16	8	8	\$4,480	\$3,040	\$3,040
Task 7: Identify Need for Credits	0	0	0	8	8	8	\$1,440	\$1,440	\$1,440
Task 8: Prepare Impact Fee Report, Public Presentation	40	28	28	8	8	8	\$9,440	\$7,040	\$7,040
Task 9: Impact Fee Advisory Committee	16	16	16	0	0	0	\$3,200	\$3,200	\$3,200
Total Cost:	176	148	148	136	96	96	\$59,680	\$46,880	\$46,880

Sincerely,



L. Carson Bise, II, AICP, President
 TischlerBise, Inc.
 4701 Sangamore Road, Suite S240
 Bethesda, MD 20816
 Phone: (800) 424-4318 Ext. 12
 E-mail: carson@tischlerbise.com

Impact Fee Proposal Evaluations

April 16, 2015

		Raw Scores			Weighted Scores			
Evaluator		Weight	Lewis Young	TischlerBise	Zions Bank	Lewis Young	TischlerBise	Zions Bank
#1	Experience & Qualifications	30%	7	10	5	2.1	3	1.5
	Understanding of Project	10%	8	10	8	0.8	1	0.8
	Methodology	20%	7	10	6	1.4	2	1.2
	Plan to Manage Project	10%	8	8	8	0.8	0.8	0.8
	Cost	30%	\$ 164,000	\$ 153,440	\$ 214,845	2.7	2.8	2.3
#2	Experience & Qualifications	30%	4	10	6	1.2	3	1.8
	Understanding of Project	10%	6	10	7	0.6	1	0.7
	Methodology	20%	6	10	7	1.2	2	1.4
	Plan to Manage Project	10%	8	10	5	0.8	1	0.5
	Cost	30%	\$ 164,000	\$ 153,440	\$ 214,845	2.7	2.8	2.3
#3	Experience & Qualifications	30%	9	10	8	2.7	3	2.4
	Understanding of Project	10%	10	10	10	1	1	1
	Methodology	20%	9	10	9	1.8	2	1.8
	Plan to Manage Project	10%	9	8	8	0.9	0.8	0.8
	Cost	30%	\$ 164,000	\$ 153,440	\$ 214,845	2.7	2.8	2.3
#4	Experience & Qualifications	30%	10	10	5	3	3	1.5
	Understanding of Project	10%	10	10	8	1	1	0.8
	Methodology	20%	9	9	7	1.8	1.8	1.4
	Plan to Manage Project	10%	10	10	8	1	1	0.8
	Cost	30%	\$ 164,000	\$ 153,440	\$ 214,845	2.7	2.8	2.3
#5	Experience & Qualifications	30%	4	10	6	1.2	3	1.8
	Understanding of Project	10%	7	10	8	0.7	1	0.8
	Methodology	20%	8	10	8	1.6	2	1.6
	Plan to Manage Project	10%	8	9	8	0.8	0.9	0.8
	Cost	30%	\$ 164,000	\$ 153,440	\$ 214,845	2.7	2.8	2.3
Weighted Score Totals:						39.9	48.3	35.7



CITY OF WEST JORDAN, UTAH

REQUEST FOR PROPOSALS

Impact Fee Facilities Plans (IFFP) & Impact Fee Analysis

Introduction:

The City of West Jordan, Utah is seeking proposals from qualified firms to prepare multiple Impact Fee Facilities Plans (IFFP) and Impact Fee Analyses for Water, Sewer, Stormwater, Roads, Parks, Police, and Fire over a 5-year period.

The City's impact fees were updated most recently in 2013 with the help of a consultant. West Jordan intends to continue updating its fees periodically to ensure sufficient revenues for new growth capital projects and to adapt to changes in Capital Facilities Plans.

City Contact Information:

Paul Wellington
Purchasing Agent
CITY OF WEST JORDAN
Phone: (801) 569-5107
Email: paulwe@wjordan.com

Key Dates, Addresses and Instructions:

Proposals must be delivered to:

CITY OF WEST JORDAN
City Records Office
8000 South Redwood Road
West Jordan, Utah 84088

DUE DATE: April 2, 2015, 2:00 P.M.

- RFP must be delivered in a sealed envelope.
- Clearly label the outside of your envelope: "Proposal for West Jordan Impact Fee Analysis."
- Fees to be submitted in separate sealed envelope.
- Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile or email.

Questions regarding this RFP should be emailed directly to: Paul Wellington at paulwe@wjordan.com no later than March 26, 2015.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than Paul Wellington regarding this Request for Proposal.

Opening of Proposals

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the offerors.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Electronically transmitted RFPs will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feed-back from the City departments, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

Required Qualifications:

The impact fee consultant shall have AICP certification, have at least 10 years of experience in preparing municipal impact fees, and shall have prepared at least 10 separate impact fee projects including the following:

- At least 3 cities in Utah
- At least 3 cities with population above 90,000 in any state
- Impact Fee analysis in all of these areas : Water, Sewer, Stormwater, Roads, Parks, Police, and Fire

Key Contract Terms:

This Agreement will cover a 5-year period as follows: Two Impact Fee Projects during the initial 3-year term, plus another possible Impact Fee Project during the optional 2-year extension. Any contract extensions will require mutual agreement of both parties. Any changes to the scope of work, including revised capital facilities lists, may require an Amendment to the terms of the Agreement. The City has a standard Professional Services Agreement form which will be used for this project. Work for each Impact Fee Project is to be completed within 180 calendar days following the Notice to Proceed.

Contract Term	Impact Fee Project (year)	Water	Sewer	Stormwat	Roads	Parks	Police	Fire
Initial 3-year term	2015	x	x	x	x	x	No	No
	2017	x	x	x	x	x	x	x
Optional 2-year extension	2019	x	x	x	x	x	No	No

Please provide bid amounts for each separate Impact Fee Project (2015, 2017, 2019), subject to extensions and amendments as described above.

Scope of Services:

Work to be completed by City of West Jordan:

- Publish all necessary public notices required by law.
- Provide to Consultant all necessary master facility plans, current impact fee schedules, population estimates and forecasts, building permit data, bond financing data, and other raw data needed for creation of IFFP's and calculation of Impact Fees.
- Coordinate and invite Builder/Developer interested parties to meeting(s) with Consultant.
- Attend meetings with Consultant, as described below.

Work to be completed by Consultant:

- Create Impact Fee Facilities Plans (IFFP) and Impact Fee Analyses for Water, Sewer, Stormwater, Roads, Parks, Police, and Fire
- Work will comply with Utah "Impact Fees Act" (Utah Code Title 11 Chapter 36a), including "a summary of the impact fee analysis designed to be understood by a lay person" as required by law.
- Attend at least 3 meetings with City staff
- Additional communication with City staff by phone and email as needed
- Attend 1-2 meetings with interested parties from local Builder/Developer community
- Give 1 in-person presentation to City Council with final Impact Fee recommendations
- End-products delivered to the City shall be Impact Fee Facilities Plans (IFFP) and Impact Fee Analysis documents for Water, Sewer, Stormwater, Parks, Roads, Police, and Fire.

The current schedule of impact fees is available at:

<http://www.wjordan.com/Files/Finance/Impact-Fee-Schedule.pdf>

The current list of capital projects can be found at:

<http://www.wjordan.com/CapitalProjects.aspx?pgID=3.1>

Proposal Content:

The proposal is to contain the following information in the general order listed, and should not exceed ten pages in length (excluding the appendix):

1. A description of the project team and the qualifications of the firm to complete this project. Identify the availability of the project personnel by showing the percent of time the team members have to work on this project. (Resumes of each project team member should be included in proposal appendix).
2. The detailed scope of work prepared by the consultant, methodologies recommended, and a summary of the deliverables to be provided to the City.
3. A proposed schedule to complete the scope of work.
4. A summary spreadsheet outlining each step of the project and how each step will be managed. An hourly breakdown of each major task and personnel assigned to each task is required.
5. Your firm's proposed fees for each separate Impact Fee Project (2015, 2017, 2019), including hourly rates for key personnel. ***Fees to be submitted in a separate sealed envelope.***
6. Past experience, including projects completed and reference/contact information for the cities served.
7. A City conflict of interest form must be filled out and returned with the proposal (does not count toward the ten page total).

8. Five (5) copies of the proposal shall be submitted to the City.

Evaluation of Proposals:

The initial evaluation process shall be based on the evaluation factors (and their relative importance) as listed below:

- Experience and qualifications (30%)
- Demonstrated understanding of the project (10%)
- Methodology to deliver the desired end product (20%)
- Plan for managing the project (10%)
- Cost (30%)

Additional personal or online/phone interviews may be conducted as needed.

Formation of the Agreement with the Selected Applicant

After selecting an applicant, the City may conduct additional negotiations with the applicant to arrive at a best and final offer. When both parties are in agreement, a contract will be awarded.

Rejection of Proposals

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

Proposal Validity Time

Proposals containing less than 60 days acceptance time will not be considered.

Protected Information

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*
- (2) Commercial information or non-individual financial information obtained from a person if:*
 - (a) Disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*
 - (b) The person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*
 - (c) The person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;*

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to West Jordan*, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan’s option.

Applicants may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the City and will not be returned.

Incurring Costs

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.